BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED

ENQUIRY / WORK INDENT NO. :
BESCOM/2024-25/EL/WORK_INDENT177

Instructions to Bidders

Supplying and fixing of IN and OUT Name Plates to be fixed on DTCs and change-over points in Indiranagar and Vidhana Soudha Divisions of BESCOM, for a period of two years on Percentage Quoting basis

VOLUME – I

TECHNO COMMERCIAL BID

ISSUED BY
The General Manager,
Quality, Standards & Safety,
Corporate Office, BESCOM
K R Circle, Bengaluru– 560 001

THIS BID DOCUMENT CONTAINS FOLLOWING VOLUMES:

VOLUME- I **COMMERCIAL REQUIREMENTS**

1. **Section – I** **Invitation For Bids** **- IFB**
2. **Section – II** **Instructions to Bidders** **- ITB**
3. **Section – III** **General Terms and Conditions of the Contract** **- GCC**
4. **Section –IV** **ANNEXURES** **-ANNEX**

OTHER VOLUMES CONTAIN THE FOLLOWING:

VOLUME-II **TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

Section – II

Instructions to Bidders

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

SECTION – II

INSTRUCTION TO BIDDER

COMMERCIAL TERMS & CONDITIONS

1.0 **Scope of Proposal:**

Scope of the work covered in this tender is

Supplying and fixing of IN and OUT Name Plates to be fixed on DTCs and change-over points in Indiranagar and Vidhana Soudha Divisions of BESCOM, for a period of two years on Percentage Quoting basis:

1. **Name Plate:**
   Aluminum plate of 3mm thickness of size 360 mm x 150 mm x 3mm.The aluminium plate shall be fixed to the 11 KV UG cable of various sizes (95/240/400 Sq mm) or poles (in case of overhead lines).
   The above plate shall be fixed to the 11 kV UG cable/poles with GI clamps at a height of **2.29** meters to **2.44** meters from the ground level.
2. **GI Clamps:**
   The clamps should have minimum thickness of 2mm of size 260mm x25mmx2mm and having center distance of 200mm for holding the 11kV UG cable.
   The clamps should not have sharp edges which may damage the cables. The bolt size should be 8mm dia and 25 mm length and full threaded for UG cable. The bolts, nuts and washers should be hot dip galvanised.
   GI clamps having center distance of 200mm for holding 11 kV UG cable of various sizes (95/240/400 Sq mm) along with two washers, two Nuts for each bolt. For poles (in case of overhead lines) the bolts should be of length 250 mm and 8mm, half threaded fixed with two washers, two Nuts for each bolt for overhead lines.

3. **Painting:**
   Applying 2 coats of good quality red oxide primer and 2 coats of good quality ivory colour enamel paint on the back of name plate.

4. **Lettering** :
   Vinyl sticker with yellow background shall be fixed firmly on the front of the name plate and lettering with **dark** blue colour with details of letters as below:

INCOMING
STATION:
FEEDER:
DTC/RMU/CSS:

OUTGOING
STATION:
FEEDER:
DTC/RMU/CSS:

Language: Kannada

Font : Nudi 16E

Letter Size:

Heading :
Details : 1¼, 1, ¾, ½ inches depending on the information to be printed.

For an overhead line, the name plate has to be fixed to the pole using bolt and nuts for each circuit. For an underground cable, the name plate has to be fixed to the cable itself for each circuit.

2.0 **Cost of Bidding**:

2.1 The Bidder shall bear all costs associated with the preparation & submission of their bid, BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or out-come of the Bidding process.

2.2 The agency/bidder shall carry out the work as per the BESCOM approved sample. The work can be taken up only after the approval of sample by GM(Q,S&S). It is to be noted that for those whose technical bid accepted and are short listed and their financial bids will be opened.

3.0 **Bidding Documents:**

3.1 The bidding procedures & contract terms are prescribed in the Bidding documents.

3.2 The Bidder is expected to examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk & may result in the rejection of the Bid.

4.0 Clarification on Bidding Documents:

4.1 A Bidder requiring any clarifications regarding Bidding documents may notify the General Manager (Ele) Q,S&S, BESCOM, in writing/ through e-mail (gmqs.work@gmail.com). The General Manager (Ele) Q,S&S, Corporate Office, BESCOM will respond to any request for clarification of the Bidding documents, which he receives not later than prior to the deadline given.

4.2 The Bidder is required to carefully examine the specifications and documents and fully confirm himself as to all the conditions and matters which may, in any way, affect supplies and services to be provided and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/ clarification.

4.3 Verbal clarifications and information given by BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.

5.0 Amendments of Bidding Document:

5.1 At any time prior to the deadline for submission of Bids, The General Manager (Ele), Q,S&S, Corporate Office, BESCOM may, for any reason whether at his initiative or in response to a clarification requested by a Bidder, modify the Bidding documents by amendment.

5.2 The amendment will be issued in KPP portal and such amendment will be binding on them.

5.3 In order to afford Bidders reasonable time to take the amendment into account in preparing their Bids, The General Manager (Ele), Q,S&S Section, Corporate Office, BESCOM may at his discretion extend the

deadline for submission of the Bids.

5.4 In the event of information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidder and may forfeit the bid EMD/security and disqualify the offer of such Bidder and black list the firm. In the event of information furnished by Bidder is found to be false during the execution stage then BESCOM at its liberty to cancel the works awarded and also forfeiting the performance guarantee executed against the contract and may blacklist the firm and recover losses and levy liquidated damages.

6.0 Language of Bid:

The Bid prepared by the Bidder & all the correspondence & documents relating to the Bid exchanged by the Bidder & the Engineer-in-charge shall be written in **English language**. If the Bidder furnishes any document other than English, Hindi or Kannada then such document shall be translated to English duly certified by Notary.

7.0 Earnest Money Deposit:

7.1 The Earnest money deposit amount of **Rs. 76,790/-**shall be paid within the due date. The mode of payment of EMD shall be paid through any of the e-payment modes mentioned in the KPP Portal.

7.2 Tenders without accompanying the EMD will be rejected. No correspondence will be entertained in this regard. EMD is payable irrespective of any other permanent or other EMD already paid by the Bidder for any other purpose. Postal Orders or Cheques or DD will not be accepted. Any request for adjustment of amount due from BESCOM towards the EMD will not be entertained.

7.3 The Earnest Money so deposited will be liable for forfeiture, if the successful Bidder fails to deposit the Performance Security deposit and fails to

execute the Contract Agreement within 15 days of formal intimation by BESCOM.

7.4 The EMD shall be refunded to all the Bidders including successful Bidder after the successful Bidder executes the contract agreement within the prescribed time or enquiry is dropped.

7.5 No interest or any other cost will be payable by BESCOM on the EMD.

8.0 Documents Comprising the Bid:

a. Discounts, if any shall be indicated separately.

b. Conditional discounts are not acceptable.

8.1 The Bidder shall submit bid sheets inclusive of price schedules. Technical data requirements etc., furnished in the bidding documents, indicating the equipment's to be supplied and services to be rendered, quantity and prices.

8.2 Documentary evidences should be furnished to establish that the Bidder meets the qualifying requirements in accordance with clause 11.0 of Invitation to Bidders.

8.3 The Bidder has to quote the price on percentage quoting basis (Material cost + Labour charges+ inclusive of all taxes) . The detailed quoted rates (Material cost + Labour charges+ inclusive of all taxes)has to be submitted in the company letterhead

9.0 Information required with the Proposal:

9.1 Oral statements made by the Bidder at any time regarding quality or arrangements of the equipment or any other matter will not be considered.

9.2 Standard catalogue pages and other documents may be used by the Bidder in the Bid to provide additional information and data as deemed necessary by the Bidder.

9.3 As regards the provision of the Bidding documents other than those listed in the Bid document, in case the 'Proposed information

contradicts the Specification requirements', specifications requirements shall govern, unless otherwise brought out clearly in the technical /Commercial deviation schedule, in the Bid.

9.4 No deviation whatsoever, in the following conditions of the Bidding documents is permitted.

a.Validity of Bid

b.EMD

c.Contract Performance security

d.Payment terms

e.Guarantee

f.Liquidated damages/ Penalty for delay

g.Completion / commissioning period

9.5 Bidders are advised that while making Bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above will be disqualified.

10.0 Bid Form:

The Bidders shall quote material / labour charge rate on each item in the KPP portal of the respective enquiry Price Schedule, which shall be inclusive of Freight & insurance charges and all applicable Taxes such as CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS, if any for supply, fixing under the contract as the case may be

11.0 Bid Price:

11.1 The Bidders shall quote material / labour charge rate on each item in the KPP portal of the respective enquiry Price Schedule, which shall be inclusive of Freight & insurance charges and all applicable Taxes such as CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS, if any for supply, fixing under the contract as the case may be.

a. The prevailing rates of all applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS if any shall be considered while

quoting the item wise material / labour charge rate on each item for the said work in the KPP portal of the respective enquiry price Schedule.

11.2 The Bidders shall quote **FIRM prices**.

11.3 Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

11.4 The Bidder shall quote only in Indian Rupees. The bids offered in any other currency other than Indian currency would summarily be rejected.

12.0 Taxes and Duties:

12.1 The Bidders have to quote all-inclusive unit prices (FORD) as indicated in price schedule. The detailed breakup of the taxes shall also be furnished along with the price schedule. These prices shall be inclusive of all applicable taxes & duties.

12.2 No payment separately towards taxes & duties other than the quoted price for each unit of name plate (inclusive of material cost and labour cost) shall be payable by the BESCOM.

12.3 Income tax/Work Contract/Service Tax and other statutory deductions of the state & Central Govt., as applicable from time to time shall be deducted from the Contractor's bills & directly remitted to concerned Department by the BESCOM. The Entry tax portion has to be borne by the Contactor and the same will not be reimbursed by BESCOM. However, in case the Entry Tax is applicable, the same will be deducted in the Bills of the Contractors and remitted to the Tax Authorities directly by BESCOM.

12.4 However it may be noted that all applicable taxes, such as, duties, levies, Inspectorate charges and other charges etc., are to be included in the unit / total contract price. BESCOM is not liable to pay any taxes, duties, levies over and above the unit contract value. Also the Contractor has to include all types of freight and insurance charges in the unit/total contract

value and BESCOM is not liable to pay any charges towards insurance or freight.

13.0 Format of Bids:

13.1 The Bidder shall upload all the documentary evidences in KPP portal-website.

13.2 A copy of power of Attorney from the Bidder authorizing the person to sign shall accompany the Bid.

13.3 The Bid must contain the name, designation and places of business of the person or persons making the Bid. The name(s) of person(s) signing should also be typed or printed below the signature(s).

14.0Submission of Bids:

14.1 The Bid shall be submitted in electronic form

14.2 Any Bid received after the dead line prescribed for submission of Bids will be rejected.

14.3 Further no modification or withdrawal of Bid shall be allowed after the dead line. The General Manager(Elec), Q,S&S will open the Bids on the date & time noted in "Notification Inviting Bids" at the office of the General Manager (Elec), Q,S&S, BESCOM, K.R. Circle, Bengaluru-560001.

15.0Period of Validity of Bids:

15.1 Bids shall be kept valid for acceptance for a period of **180 days** from the date of opening of Bids. A Bid valid for a shorter period shall be rejected by the BESCOM as non- responsive.

15.2 In exceptional circumstances, the BESCOM may solicit the Bidder's consent to an extension of the period of the validity. The request and the response there to shall be made in writing (including email). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to

modify its Bid.

16.0Opening of the Bids and Preliminary Examination:

16.1 General Manager (Ele), Q,S&S Section will open the Bids on the specified date & time.

16.2 General Manager (Ele), Q,S&S will examine the Bids to determine whether they are complete, whether the Bidder satisfies the eligibility criteria; whether required have been furnished; whether the documents have been properly signed and whether the Bids are generally in order.

17.0Evaluation of the Tenders:

17.1 **The Techno – Commercial evaluation:**

For Techno-Commercial evaluation purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation.

The Techno-Commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD.
b) Qualifying Requirements.
c) Completeness of the offer to carry out all the works as per requirement.
d) Completion period.
e) Acceptance for payment terms & confirming to all terms and other commercial conditions etc, as specified in the terms and conditions of the Bid.

18.0Opening of the Price Bids and Preliminary Price Evaluation:

18.1 The price Bids of all the “Techno-Commercial" responsive Bids will be opened in KPP portal.

18.2 The price Bid of such qualified Bidders will be opened at a later date in KPP portal only.

18.3 The Bidders name, lumpsum Bid price, the discounts if any, modifications in the price Bid, and any such other details as the General Manager (Ele), Q,S&S at their discretion, may consider appropriate, will be announced in the price Bid opening.

18.4 The Rates in the Schedule of Prices (All the Schedules) shall be entered in Figures.

18.5 Conditional tenders and tenders with alterations in the schedule of quantities or description of items are liable to be rejected at the discretion of the accepting authority.

19.0Evaluation of the Price Bid:

19.1 The General Manager (Ele), QS&S will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

19.2 **Evaluation Criteria:**

19.3 The Bidders shall quote material / labour charge rate on each item in the KPP portal of the respective enquiry Price Schedule, which shall be inclusive of Freight & insurance charges and all applicable Taxes such as CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS, if any for supply, fixing under the contract as the case may be The prices quoted shall include all applicable duties, levies and taxes and any discounts offered by the Bidder.

19.4 Evaluation will be done taking in to account, ***the unit rate total cost of the work of the name plate (both supply and fixing) along with the details as per the scope of work as per price schedule to know the L1 bidder. The detailed breakup of the taxes has to be furnished in company letter head and has to be scanned and uploaded***

20.0Deviation in Completion Period:

No deviation is allowed in the completion period. However no advantage shall be available for the early completion. The right to levy liquidated damages for delayed completion of work is reserved by BESCOM.

21.0Deviation in Terms of Payment:

21.1 No deviation in the clauses of the terms of the payment shall be accepted. Bids offered with different terms of payment are liable for rejection.

21.2 The Bidders have to estimate all the items of works required for completion of the work, including those that are not specifically mentioned in the tender schedule.

21.3 The items of work mentioned in the Schedule of Prices are only indicative and will be considered for evaluation purpose. In case any item of work is not quoted by the Bidder and the same is essentially required to be done for satisfactory performance of the Work, then the same shall be done by the Bidder at no extra cost to the BESCOM.

22.0Discounts/Rebates:

22.1 Discounts/Rebates offered on whatever account shall be clearly indicated for the specific purpose/quantities/items for which the same is intended. Otherwise the Discount/Rebate offered will not be considered for evaluation purposes.

23.0Notification of the Award:

23.1 Prior to the expiry of the period of Bid validity, BESCOM will notify the successful Bidder in writing by registered letter or by e-mail to be confirmed in writing that his Bid has been accepted.

23.2 Notwithstanding any of the clauses, the General Manager (Q,S&S) reserves the right to accept or reject any Bid and to annul the Bidding and reject all the Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder/Bidders of the grounds for the

General Manager (Ele), Q,S&S.

23.3 The final acceptance of the Bids will rest with the General Manager (Ele), Q,S&S, who does not bind himself to accept the lowest or any Bid or assigning any reason what so ever.

23.4 The authority competent to accept the tender reserves the right to reject any or all tenders or award contract only in part without assigning any reasons whatsoever. Tenders not complying with any of the above requirements are liable for rejection at the discretion of the General Manager (Ele), Q,S&S.

23.5 The Bidders shall be presumed to have carefully examined the conditions and specifications of work & to have fully acquainted themselves with all details at site, locations, materials, geological formations, weather characteristics, labour conditions etc., pertaining to the work.

23.6 The Bidder shall abide by the rules in force regarding Workman's Compensation act.

24.0Performance Guarantee and Contract Agreement:

24.1 The successful Bidder shall remit within 15 days from the date of issue of Letter of Intent(LOI) of this tender a PERFORMANCE GUARANTEE of **5% of the total contract value**.

The mode of payment shall be in the form of Bank Guarantee of a Scheduled Bank endorsed in favour of the General Manager(Ele), Q,S&S Section, BESCOM for the due performance & fulfillment of the contract. The bank guarantee shall be valid for a period of Three months after the expiry of the Guarantee Period of 12 months.

24.2 The above performance guarantees shall be furnished on the day of execution of the agreement. If the Contractor fails to furnish the performance guarantees and execute the Contract Agreement, the EMD shall stand forfeited to the BESCOM.

24.3 The successful Bidder shall enter into agreement with the BESCOM

within 15 days from the date of issue of Letter of Intent(LOI) for carrying out the work according to the conditions of Contract, on Karnataka Government stamp paper of value Rs.500/-

24.4 Technical particulars, technical data requirement sheets of the materials and acceptance for schedule of material quantities as per bid offers/bid proposals without prices, acceptance declarations in respect of general conditions of contract, payment terms etc. specified in the bid should be furnished in technical bid.

General Manager

(Ele),

Q,S&S, BESCOM.

“ END OF SECTION-II : ITB